

## **EXHIBIT A**

## **Promissory Note**

**Date:** 3/1/2016

**Borrower:** Jason Lancaster

JAL ENVIROMENTAL SERVICES PROGRAMS

Borrower's Mailing Address:

30026 NANTON DRIVE SPRING, TEXAS 77386-1644

Lender: MARK & DEBBIE LANCASTER

Place for Payment: WIRE TRANSFER CHASE BANK C/O JASON LANCASTER

Principal Amount: \$300,000.00

**Annual Interest Rate: 7%** 

Maturity Date: 2026

Annual Interest Rate on Matured, Unpaid Amounts: Eighteen Percent (18%)

## Terms of Payment (principal and interest):

The Principal Amount and interest are due and payable in annual installments DOLLARS AND 00/100 DOLLARS (\$0,000.00), on the twenty-fifth day of each month, beginning DATE through FINAL DATE in the amount of the unpaid principal and accrued, unpaid interest as of that date. Payments will be applied first to accrued interest and the remainder to reduction of the Principal Amount. Payment schedule is attached as Exhibit B. – See Amortization Schedule

## **Security for Payment:**

Other Security for Payment: None

Borrower promises to pay to the order of Lender the Principal Amount plus interest at the Annual Interest Rate. This note is payable at the Place for Payment and according to the Terms of Payment. All unpaid amounts are due by the Maturity Date. After maturity, Borrower promises to pay any unpaid principal balance plus interest at the Annual Interest Rate on Matured, Unpaid Amounts.

If Borrower defaults in the payment of this note or in the performance of any obligation in

any instrument securing or collateral to this note, Lender may declare the unpaid principal balance, earned interest, and any other amounts owed on the note immediately due. Borrower and each surety, endorser, and guarantor waive all demand for payment, presentation for payment, notice of intention to accelerate maturity, notice of acceleration of maturity, protest, and notice of protest, to the extent permitted by law.

Borrower also promises to pay court costs and other costs and attorney's fees assessed by a court if this note is placed in the hands of an attorney to collect or enforce the note. Borrower will pay Lender these expenses on demand at the Place for Payment. These expenses will become part of the debt evidenced by the note and will be secured by any security for payment.

**Prepayment**: Borrower may prepay this note in any amount at any time before the Maturity Date without penalty or premium.

**Application of Prepayment:** Prepayments will be applied to installments on the last maturing principal, and interest on that prepaid principal will immediately cease to accrue.

Interest on the debt evidenced by this note will not exceed the maximum rate or amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the Principal Amount or, if the Principal Amount has been paid, refunded. On any acceleration or required or permitted prepayment, any excess interest will be canceled automatically as of the acceleration or prepayment or, if the excess interest has already been paid, credited on the Principal Amount or, if the Principal Amount has been paid, refunded. This provision overrides any conflicting provisions in this note and all other instruments concerning the debt.

When the context requires, singular nouns and pronouns include the plural.

If any installment becomes overdue for more than fifteen days, at Lender's option a late payment charge of ten percent (10%) may be charged in order to defray the expense of handling the delinquent payment.

A default exists under this note if (1) (a) Borrower or (b) any other person liable on any part of this note (an "Other Obligated Party") fails to timely pay or perform any obligation or covenant in any written agreement between Lender and Borrower or any Other Obligated Party; (2) any warranty, covenant, or representation in this note or in any other written agreement between Lender and Borrower or any Other Obligated Party is materially false when made; (3) a receiver is appointed for Borrower, any Other Obligated Party; (4) a bankruptcy or insolvency proceeding is commenced by Borrower, a partnership of which Borrower is a general partner, or an Other Obligated Party; (5) (a) a bankruptcy or insolvency proceeding is commenced against Borrower, a partnership of which Borrower is a general partner, or an Other Obligated Party and (b) the proceeding continues without dismissal for sixty days, the party against whom the proceeding is commenced admits the material allegations of the petition against it, or an order for relief is entered; (6) any of the following parties is dissolved, begins to wind up its affairs, is authorized to dissolve or wind up its affairs by its

governing body or persons, or any event occurs or condition exists that permits the dissolution or winding up of the affairs of any of the following parties: Borrower, a corporation organized under the laws of the State of Texas.

This note will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction.

JASON LANCASTER PRESIDENT

JAL ENVIROMENTAL SERVICES PROGRAMS